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## BEFORE THE ARIZONA CORPORATION COMMISSION

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IN THE MATTER OF U S WEST  
COMMUNICATIONS, INC.'S COMPLIANCE  
WITH § 271 OF THE  
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. T-00000A-97-0238

**QWEST CORPORATION'S COMMENTS REGARDING  
STAFF'S REPORT AND RECOMMENDATION ON JULY 30-31 SUPPLEMENTAL  
WORKSHOP (REPORT TWO)**

Qwest Corporation ("Qwest") hereby submits its comments regarding the Arizona Corporation Commission (the "ACC" or "Commission") Staff's Report and Recommendation on the July 30-31 Supplemental Workshop (Report Two), dated June 20, 2003 (the "Report").

**I. Introduction**

In its Report, Staff recommends that the Commission require Qwest to undertake certain actions to address issues raised in the July 30-31, 2002 workshop. Qwest has already taken action that satisfies many of Staff's recommendations

In these comments, Qwest is addressing eleven of the thirty-six issues addressed in Staff's Report. Qwest disagrees with Staff's recommendations in only four instances. These four issues relate to (1) whether Qwest should be required to provide certain AIN-based services for use with UNE-P; (2) recommendations concerning activation of currently unactivated or unloaded

switch features; (3) recommendations concerning training of certain Qwest personnel on access to vertical switch features and the functions and capabilities of Qwest's switches and escalation procedures as it relates to CLECs experiencing difficulties with switch features; and (4) whether Qwest should be required to use the DSL repair out of service commitment interval to restore service. In addition, Qwest clarifies its position for the following seven recommendations: (1) provide Voice Messaging Service ("VMS") to Arizona CLECs with UNE-P combination services at such time as Qwest receives FCC approval of its Arizona 271 application; (2) Market Expansion Line (MEL); (3) maintenance and repair – discrimination; (4) maintenance and repair – untimeliness of bills; (5) maintenance and repair – insufficient information on bills; (6) loss and completion reports; and (7) collocation. As more fully discussed below, Qwest believes that it has addressed Staff's recommendations through existing processes and alternative proposals. In most of those instances where Staff's recommendations have not yet been satisfied, Qwest agrees to take the actions Staff recommends, as set forth below. Qwest's comments regarding Staff's recommendations are set forth below.

**II. Qwest's Comments regarding Staff recommendations which Qwest disagrees with Staff's recommendations**

**A. Whether Qwest should be required to unbundle its AIN software for use with UNE-P**

1. **Staff believes Qwest's agreements incorporate provisions which obligate them to make available to Eschelon at retail rates the four AIN features listed: Remote Access Forwarding, Scheduled Forwarding, Dial Lock and Do Not Disturb. (Report at ¶40)**
2. **Along with the option of obtaining the AIN features at retail rates with UNE-P; Qwest must make available the option of allowing CLECs to elect the switch-based features at cost based or TELRIC rates. (Report at ¶42)**

First, Staff stated that no evidence has been provided by Qwest or Eschelon concerning whether Qwest's Advanced Intelligent Network (AIN) services are proprietary.<sup>1</sup> However, this is not correct. In written testimony filed on behalf of Qwest on April 6, 2001, in this Docket No. T-00000B-97-0238, Qwest witness Lori Simpson wrote at pp 1-6:

CLECs asked whether Qwest's AIN features were proprietary to Qwest. Qwest does not believe that an AIN feature has to be proprietary to be exempt from the unbundling obligation. Having said that, all of the AIN features Qwest has deployed in its network are proprietary to Qwest and are covered by patents, copyright, and trademarks. While Qwest uses platforms developed by Telcordia for the development and deployment of all Qwest AIN services, those platforms have a component, called SPACE (Service Provisioning and Creation Environment), that is used to create new and unique services. SPACE is software owned by Telcordia and is proprietary to Telcordia. SPACE is a programming language that Qwest uses to compile and create its own AIN features. SPACE converts computer programs written in a text format into computer code. AIN features are programs that Qwest's engineers create and write. Qwest has developed the AIN services and features it has deployed. The former Advanced Technologies (AT) organization within Qwest wrote the service requirements and design documents. In all cases but one, the AT organization did the development (that is, the "coding") of the service using the SPACE software mentioned above. This one exception was due to a resource constraint at AT, and the work was contracted to Telcordia to do the actual "coding" of the service on SPACE.<sup>2</sup> In all cases for all services, AT then did the product testing and deployment of the service into the Qwest network.

In addition to the requirements, design, implementation, and testing, AT assisted various Qwest business units in performing end user customer testing on various AIN features and functions. In addition to Qwest's engineers, developers, and testers, AT employed several staff personnel who would work with end user customer participants to discover the end user customers' reactions to different feature sets. Based on these tests, and the analysis of AT staff personnel, specific recommendations were made to the requirements, design, and implementation of most of these AIN features.

The AIN features that Qwest has developed are also unique as to their actual design based on unique aspects of Qwest's retail business. Qwest has specified

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<sup>1</sup> Staff's Final Report and Recommendation on July 30-31, 2002, Supplemental Workshop (Report Two), June 20, 2003, ¶¶40-42.

<sup>2</sup> This exception was a work for hire.

the requirements for all such features based on its unique retail end user customer base, based on the unique aspects to the demographics in Qwest's particular region, and in some cases, based on state PUC requirements. In addition, feature implementation is also unique because of the framework that Qwest has developed for the execution and support of AIN services. For example, Qwest has developed several feature managers (for which a patent was granted in 1995) that allows Qwest to provision more than one AIN service to an end user customer.

CLECs asked whether Qwest had patented any of its AIN features. All of the AIN features that Qwest has deployed in its network are covered by patents or pending patents. Confidential Exhibit KAS-C3 filed by Karen Stewart on October 31, 2000 is a list that identifies Qwest's patents that cover Qwest's AIN features. All of the patents that have a seven digit number preceding them, all of which start with the number "5", are existing patents. All of the patents that have a two digit number (like "08" or "09"), followed by a backslash and a six digit number, are pending patents as of October 26, 2000. The AIN features are proprietary independent of the patents and are also protected by copyright and Qwest has trademarks on several of the service names.

Qwest's AIN policies were disputed in the 271 proceedings in 13 Qwest states by CLECs, which suggested that AIN services should be unbundled even while acknowledging that Qwest complies with the FCC's decision on unbundling AIN services. However, findings were made in each of the 13 states that the approach taken by Qwest regarding AIN is consistent with the FCC's standards as ordered in its *UNE Remand Order*, and no change to Qwest's policies and practices was ordered in any state.

With respect to AIN services, Qwest continues to believe that it is not required to unbundle its AIN service software for use with UNE-P. By way of background, Qwest agreed to provide certain AIN services to Eschelon as part of the UNE-Star agreement with Eschelon. However, this agreement calls for Eschelon to order certain volumes, over a certain term, and to pay certain rates for the UNE-P service provided under the agreement. Qwest has not agreed to supply AIN services with UNE-P except under terms that pertain principally to volume and term commitments as the proprietary nature of AIN service software renders its costs high. However, in the spirit of cooperation, Qwest agrees to provide the AIN services Remote Access

Forwarding, Scheduled Forwarding, Dial Lock and Do Not Disturb, which are available under the Eschelon/Qwest UNE-Star agreement, to other Arizona CLECs with UNE-P. Qwest agrees to provide these AIN services after Qwest receives approval of its FCC section 271 application for Arizona, and through December 31, 2005.<sup>3</sup> Qwest further agrees to modify its next filed Arizona SGAT as follows:

9.11.2.1 CLEC may purchase access to all vertical features that are loaded in Qwest's End Office Switch. CLEC may request features that are not activated and/or not loaded in a Qwest End Office Switch utilizing the Special Request Process contained in Exhibit F of this Agreement. If CLEC requests activation and/or loading of features in a Switch, appropriate recurring and nonrecurring charges will apply. Services provided through Qwest's AIN capabilities in Qwest's signaling network are not available, except as is provided in Section 9.23.3.11.9 of this Agreement and as may otherwise be made available by Qwest.

9.23.3.11.9 After the effective date that Qwest receives Section 271 approval for the state of Arizona from the Federal Communications Commission, and through December 31, 2005, Qwest will provide the Qwest AIN Services: 1) Remote Access Forwarding, 2) Scheduled Forwarding, 3) Dial Lock, and 4) Do Not Disturb with compatible UNE-P combinations. CLEC may order these AIN services as new services or may retain these as existing services on behalf of its End User Customers with UNE-P combinations. These AIN services are not vertical Switch features nor UNEs and are made available for resale with UNE-P combinations. AIN services provided with UNE-P combinations are provided at Qwest retail rates.

**B. Recommendations concerning activation of currently unactivated or unloaded switch features**

- 1. Qwest should be required to provide vendor feature documentation regarding whether a feature is or is not in the switch and whether it has been activated and the date of activation. Qwest should also be required to cost justify any activation fees and testing fees it charges and receive Commission approval of the charges subject to**

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<sup>3</sup> In addition, CLECs continue to have the additional option of obtaining these four AIN services by opt-ing into the Eschelon/Qwest UNE-Star agreement, and throughout the life of the Eschelon/Qwest agreement, which expires December 31, 2005.

**true-up. In particular, it should provide verification of any right to use fees. Qwest should be required, at the time it receives a request for a switch-based feature that has not been activated, to utilize its CMP process to query CLECs on any features they anticipate requesting activation in the next 12 months and structure the cost accordingly. (Report ¶47)**

Staff makes a number of recommendations concerning activation of currently unactivated or unloaded switch features.<sup>4</sup> Qwest does not agree that it is necessary to implement the actions recommended by Staff, because Qwest currently supplies to CLECs the list of features that are activated in each Qwest switch, and because Qwest's Special Request Process ("SRP"), as described below and as previously described in this proceeding, further satisfies the objectives embodied in Staff's recommendations. Qwest requests that the Commission not order implementation of Staff's recommendations, but find that the SRP as it is currently designed fully satisfies Staff's recommendations and is the appropriate vehicle for use by CLECs to request activation or loading of vertical switch features in Qwest's switches.

Staff's recommendations, which include requirements that Qwest supply switch vendor information concerning the status of features in its switches to CLECs and supply cost information concerning the activation of switch features to CLECs, are effectively and appropriately accomplished by information already available to CLECs, and by use of the SRP. First, Qwest provides the list of features that are activated in each Qwest switch via Qwest's ICONN database, which is accessed by CLECs at Qwest's web site. Second, the SRP is the vehicle designed for use by a CLEC to determine whether a switch feature not currently

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<sup>4</sup> Staff's Final Report and Recommendation on July 30-31, 2002, Supplemental Workshop (Report Two), June 20, 2003, ¶47. Staff recommends, in summary, that Qwest should be required to provide vendor feature documentation regarding whether a feature is or is not in the switch; Qwest should also be required to cost justify any activation fees and testing fees it charges and receive Commission approval of the charges subject to true-up; in particular, it should provide verification of any right to use fees; and Staff also recommends that Qwest be required,

activated in a particular switch can be activated, or loaded. The SRP is described in Qwest's SGAT and SRP Product Catalog ("PCAT").<sup>5</sup> The SRP form, which is Exhibit F to the SGAT, provides as follows:

1. The Special Request Process shall be used for the following requests:
  - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
  - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.
  - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
    - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
    - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
  - 1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.<sup>6</sup>
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.

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at the time it receives a request for a switch-based feature that has not been activated, to utilize its CMP process to query CLECs on any features they anticipate requesting activation in the next 12 months.

<sup>5</sup> The SRP PCAT may be found at <http://www.qwest.com/wholesale/preorder/bfrsrprocess.html>.

<sup>6</sup> Complies with ALJ's Recommendations Regarding General Terms and Conditions, BFR and Forecasting, In the Matter of US West Communications, Inc.'s Compliance With § 271 of the Telecommunications Act of 1996, Docket No.T-00000A-97-0238 (filed June 5, 2002) ("ALJ's GTC Recommendations") ¶¶44-45.

3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

As the SRP form describes, Qwest will supply feasibility and cost information concerning a CLEC's request for loading or activation of switch features. Feature activation and/or feature licensing may involve substantial equipment, installation, system change, testing, and training costs. This process is not a simple matter of "flipping a switch." Qwest's response to the SRP will contain relevant information the CLEC will need to make an informed decision as to whether or not to pursue its request.

The SRP, as noted above, allows CLECs to receive quick and up-to-date information about switch feature activation and/or loading when the CLEC needs it. Qwest believes that the SRP is the best vehicle to provide this information to CLECs, and that it satisfies the intent of Staff's recommendations.



**C. Recommendations concerning training of certain Qwest personnel on access to vertical switch features and the functions and capabilities of Qwest's switches and escalation procedures as it relates to CLECs experiencing difficulties with switch features**

- 1. Qwest should be required to certify that its employees which interface with CLECs on end-user affecting issues have attended and passed the requisite training. This training should be published both on its website and its Code of Conduct. Qwest to send out relationship management surveys to CLECs annually, as part of its CMP process, to determine whether Qwest is meeting its obligations in this regard, and is not acting in an anti-competitive manner with regard to any CLECs. And publish the results of its survey on a state by state basis, where applicable. (Report at ¶51)**

Staff makes a number of recommendations concerning training of certain of its personnel on access to vertical switch features and the functions and capabilities of Qwest's switches. Specifically, Staff recommends that Qwest be required to certify that its personnel who interface with CLECs have received training concerning access to features, functions, and capabilities of the switch, and that Qwest publish such training on its web site and in Qwest's Code of Conduct.<sup>7</sup> Qwest objects to Staff's recommendations for the following reasons. Qwest does not believe it is reasonable to require it to certify that all CLEC-interfacing wholesale personnel have been trained on every aspect of vertical switch features, functions, and capabilities available in every Qwest switch. Qwest believes it is reasonable to continue to provide the training that it currently provides to its CLEC-interfacing wholesale personnel, and to supply additional information to such personnel, via detailed product-specific resource information such as is contained in Qwest's internal methods and procedures and in Qwest's Product Catalogs ("PCATs"). These

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<sup>7</sup> Staff's Final Report and Recommendation on July 30-31, 2002, Supplemental Workshop (Report Two), June 20, 2003, ¶51.

documents provide detailed information about the Special Request Process ("SRP") for requesting activation of vertical switch features, vertical switch features available by switch, unbundled switching, and UNE-P product descriptions and application information, as well as many other details about these products and services.

With regard to Staff's recommendation concerning Qwest's Code of Conduct, the Code of Conduct already addresses the need to complete requisite training. However, the Code of Conduct applies to all Qwest employees on topics such as requirements of security, privacy and honesty. Therefore, inclusion of specific training on products or features for specific, but not all, employees is neither appropriate nor beneficial. The current approach of having the Code of Conduct address the global requirement of completing necessary training while customized training is delivered to specific individuals based on an individual's job responsibilities, is a reasonable training approach.

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Staff also recommends that Qwest implement a "streamlined" complaint process for CLECs experiencing difficulties with switch features.<sup>8</sup> Qwest believes that its current escalation process available to CLECs is comprehensive, sufficient and that a second or different escalation process is neither necessary nor beneficial. The escalation process is described on Qwest's wholesale web site for CLECs at <http://www.qwest.com/wholesale/clecs/exesclover.html>. This process is flexible, and allows CLECs to escalate to the appropriate Qwest manager. In fact, there are no prescribed steps that must be completed or time limit that must elapse before a CLEC may escalate an issue. Qwest believes its existing escalation process is appropriate and completely sufficient to timely address any problems that a CLEC may have concerning availability of the features, functions, and capabilities of the switch.

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<sup>8</sup> Staff's Final Report and Recommendation on July 30-31, 2002, Supplemental Workshop (Report Two), June 20, 2003, ¶51.

Finally, Staff recommends that Qwest be required to conduct annual "relationship management" surveys with CLECs.<sup>9</sup> Qwest notes that it is in the process of implementing a wholesale customer satisfaction survey. It includes questions concerning customer satisfaction with Qwest's performance in customer ordering, provisioning, billing, and repair. Qwest believes this survey will allow a CLEC to raise any concerns about its experiences with Qwest in the manner recommended by Staff.

To summarize, Qwest objects to Staff recommendations that require certification of training and any duplication of processes and practices that Qwest already has in place. Qwest asks the Commission to find that existing Qwest wholesale personnel training, Qwest Code of Conduct, escalation process for CLECs, and the wholesale customer satisfaction survey are sufficient.

**D. Whether Qwest should be required to use the DSL repair out of service commitment interval to restore service.**

- 1. Staff believes if Qwest disconnects a DSL service in error, this is equivalent to a trouble condition. The DSL repair out of service commitment interval, therefore, should be used to restore service. This commitment should be documented in Qwest repair process procedures (Qwest Product Catalog (PCAT)-Maintenance and Repair Overview and Standard Interval Guide). (Report at ¶72)**

Qwest's position remains the same for situations involving disconnects in error: the creation of an order is required to restore service and it is appropriate for the order to include the standard interval for provisioning of service. Qwest works with the CLEC to expedite the restoral of service as each incident necessitates, and typically restores service in less than 24 hours. Qwest has had only one or two disconnects in error region-wide since the July 2002

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<sup>9</sup> *Id.*

workshop and neither were recent incidences. Qwest commits to continue working an escalation if and when future disconnects in error occur for both CLEC and Qwest caused disconnects.

**III. Qwest's comments which clarify Qwest's position with Staff's recommendations**

**A. Provide Voice Messaging Service ("VMS") to Arizona CLECs with UNE-P combination services at such time as Qwest receives FCC approval of its Arizona 271 application.**

- 1. Staff believes that Qwest should be required to make Voice Messaging available to CLECs in Arizona which desire this feature with UNE-P. (Report at ¶41)**

Staff recommends that, as Qwest has agreed to do in Minnesota, Qwest should provide Voice Messaging Service ("VMS") to Arizona CLECs with UNE-P combination. Staff also recommends that although Qwest is not required to provide proprietary AIN services to CLECs with UNE-P combination services, because Qwest provides several AIN services (*i.e.*, Remote Access Forwarding, Scheduled Forwarding, Dial Lock and Do Not Disturb) to Eschelon under its UNE-Star interconnection agreement amendment, Qwest should provide these services to all CLECs purchasing UNE-P combination services.<sup>10</sup> With respect to VMS, the Minnesota Department of Commerce recommended that Qwest should provide its VMS at Qwest retail rates with UNE-P in Minnesota at such time as Qwest should receive FCC approval of its 271 application and Qwest agreed to do so. Arizona Staff recommends that Qwest provide VMS with UNE-P service in Arizona as it agreed to do in Minnesota, and Qwest agrees to do so. Qwest will provide its VMS, at retail rates, with UNE-P in Arizona after the effective date of the FCC order approving Qwest's Section 271 application for the state of Arizona. Qwest will include the following new provision in its Arizona SGAT with its next SGAT filing, to be made in August, 2003:

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<sup>10</sup> Staff's Final Report and Recommendation on July 30-31, 2002, Supplemental Workshop (Report Two), June 20, 2003, ¶¶40-42.

9.23.3.11.8 After the effective date that Qwest receives Section 271 approval for the state of Arizona from the Federal Communications Commission, Qwest will provide Qwest Voice Messaging Service ("VMS") with compatible UNE-P combinations. CLEC may order new or retain existing Qwest VMS on behalf of End User Customers with UNE-P combinations. CLEC shall order residential Qwest VMS for its residential UNE-P End User Customers and business Qwest VMS for its business End User Customers. VMS is not a UNE. VMS provided with UNE-P combinations is provided at Qwest retail rates.

When the FCC order approving Qwest's 271 application is effective, Qwest will initiate the appropriate Change Management Process procedure to notify CLECs of the availability of VMS with UNE-P. In addition, when the FCC order is effective, Qwest will make available to CLECs the required interconnection contract amendment covering the rates and other terms and conditions of providing VMS service with UNE-P combination services.

- B. Staff understands MEL is provided by Qwest through AIN. However, it is equivalent to remote call forwarding which is also a switch based feature. This feature would not be provided by UNE-P as it does not require a switch port. This feature could be provided as an unbundled switch UNE that does not require a port. Staff believes that this issue has been resolved through its recommendations in Impasse Issues 1(a) and (b) above.**

To properly respond to Staff's proposals regarding Market Expansion Line (MEL), it will be helpful to understand what MEL is and is not. MEL is not an AIN service.<sup>11</sup> And as Qwest has noted in prior filings, MEL is also not a vertical switch feature. Also, MEL is typically not ordered in conjunction with local exchange service (*i.e.*, a residence or business exchange line). Instead, MEL is a tariffed, retail service offering that includes the assignment of a telephone number and the ability to forward incoming calls to a second telephone number. MEL service does not include a switch port dedicated to the assigned telephone number, nor does it include a

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<sup>11</sup> Staff's Final Report and Recommendation on July 30-31, 2002, Supplemental Workshop (Report Two), June 20, 2003, ¶53. Staff notes that it understands that MEL is provided by Qwest via AIN, but MEL is not an AIN service; it is provided by Qwest's switch.

loop to terminate calls to a customer premise -- as all calls to the MEL telephone number are call-forwarded to a distant telephone number selected by the MEL customer.

Customers buy MEL service from a particular wire center in order to have a telephone number that may be identified by callers as a local number.

To clarify by way of example, an end user may have a MEL service in Phoenix, which would provide the end user with a local Phoenix telephone number without having a physical location in Phoenix. As part of its MEL service, the end user would also identify a telephone number outside of the Phoenix local calling area, usually in a distant city or state -- probably the end user's primary location (say Denver) -- to which calls to the end user's Phoenix MEL number are to be forwarded. The MEL service thus allows a business to accept local calls throughout the Phoenix local calling area, and have those calls forwarded to a location outside Phoenix, without the expense of any other investment in Phoenix, such as a telephone exchange service.

The fundamental issue that is raised in this proceeding is whether CLECs are able to offer their customers MEL service. The answer clearly is yes. If a CLEC wishes to serve the Phoenix MEL customer in our example, the CLEC could do so by simply reselling the Qwest retail MEL service. No UNE-P service is required because the customer in the example above has no switch port or loop in Arizona. CLECs could also serve new MEL customers by reselling MEL service to new customers.

Qwest does not currently offer MEL service as an unbundled network element, but CLECs may utilize the SRP to request Qwest to develop a standard unbundled network element containing all the features and functionalities of MEL service.

A fundamental misunderstanding of MEL service appears to have caused some participants in this proceeding to conclude that Qwest has somehow failed in its unbundling obligations by not offering MEL with UNE-P. Qwest does not allow CLECs to place an order to convert an existing MEL service or to install new MEL service as a UNE-P combination because, by definition, MEL is not a UNE-P combination: MEL does not include a loop or switch port. That is, if Qwest were to make MEL available with UNE-P, the switch port and loop that is part and parcel of UNE-P would never be used, because all calls to the MEL number would be 'intercepted' by the Qwest switch, and forwarded to the distant telephone number. Thus, the UNE-P switch port and loop would never be utilized. Furthermore, a CLEC could not request existing MEL service be converted to a vertical switch feature to work with a UNE-P combination because MEL does not operate as a feature of an underlying local exchange service such as a UNE-P combination.

To summarize, MEL is not an AIN service nor is it a vertical switch feature that is available with UNE-P, just as it is not available to Qwest's retail end users as a vertical switch feature with local exchange service. It is also not a UNE-P combination. MEL is a stand-alone Qwest retail service and is available for resale by CLECs. Additionally, if a CLEC wishes to order MEL as a new UNE, a CLEC may use the SRP to do that.

**C. Maintenance And Repair – Discrimination**

- 1. Qwest should be required to provide a statement of time and materials and applicable charges to CLECs at the time maintenance and repair work is completed (as it does with retail customers). Qwest should advise the Commission when this process is agreed upon and implemented. The PCAT in the Repair Overview should then be updated to advise CLECs of this procedure. (Report at ¶86-87)**

As a result of the Change Management Process, and with CLEC agreement, the change request associated with this recommendation was modified to provide via a web-tool the ability for a CLEC to view all of its repair invoices, which would detail the ticket number of the repair and associated charges. Qwest confirms this change request was successfully deployed on June 25, 2003. Staff suggests that Qwest should update the PCAT in the Repair Overview to advise CLECs of this procedure. Qwest confirms the PCAT was updated to include this procedure on June 25, 2003.

**D. Maintenance And Repair – Untimeliness Of Bills**

- 1. Qwest advises that the policy of not billing for maintenance charges over 45 days old was implemented on 2/28/02. Staff recommends that the Commission require Qwest to document its policy so that it is applied uniformly. This policy should also be posted on the PCAT web site under Repair Overview so that CLECs are aware of this policy. (Report at ¶92)**

In order to meet Qwest's 60-day back billing policy, maintenance and repair charges will not be processed if the date on which the work was completed is 45 days or more in arrears of the process date. Qwest has documented this process internally and Service Delivery Coordinators have been trained. Qwest also agrees to update the PCAT to include this policy.

**E. Maintenance And Repair – Insufficient Information On Bills**

- 1. Qwest reported that Circuit ID information on unbundled loop bills for maintenance and repair charges is already in the Central and Western regions. SCR060402-04, when implemented, will provide this functionality in the Eastern region as well. This CR was to be implemented on 3/17/03. Qwest should advise the Commission when this process is completed and implemented. (Report at ¶99)**

Qwest confirms the change request associated with this recommendation was deployed on March 17, 2003.



**F. Loss And Completion Reports**

1. **Qwest should be required to provide to CLECs with a single report that lists the customers that have left the CLEC to go to another carrier. Qwest reported that Eschelon issued a system CR (SCR093002-01). The CR is in the definition phase now and following the CMP process. (Report at ¶119)**

Qwest confirms the change request associated with this recommendation was successfully deployed on June 25, 2003.

**G. Collocation**

1. **The SGAT should also be changed to include language that provides for Qwest to pay for clean up costs when Qwest construction results in dust contamination to CLEC equipment. If a CLEC causes dust contamination, then it should pay for clean cost as well as cost of damage to Qwest equipment or other CLECs equipment. Staff recommends that the Commission require Qwest to update and include language in the SGAT that addresses this issue. (Report at ¶131)**

Qwest agrees to change the SGAT language for reciprocal obligations for each Party to pay for clean up of abnormal dust contamination caused by construction activities. Qwest agrees to modify its next filed Arizona SGAT to add the following language to the end of Section 8.2.1.8:

Both Qwest and CLEC are responsible for taking appropriate precautions during their construction projects, in accordance with Technical Publication 77350, to prevent dust contamination and each Party will be responsible for the cost of clean-up of any abnormal dust contamination due to its construction work.

**IV. Conclusion**

Qwest agrees to take the actions Staff recommends in most instances. However, Qwest believes that it is not required to unbundle its AIN service software for use with UNE-P, but agrees to provide the four above-named AIN services, as Staff recommends, to all Arizona

CLECs with UNE-P combination services. Furthermore, CLECs may request vertical switch features that are loaded in Qwest's End Office Switch at retail rates. CLEC may request features that are not activated and/or not loaded in a Qwest End Office Switch utilizing the Special Request Process. Additionally, Qwest asks the Commission to find that existing Qwest wholesale personnel training, Qwest Code of Conduct, escalation process for CLECs, and the wholesale customer satisfaction survey are sufficient to address any issues raised by CLECs in the Supplemental Workshop and any recommendations made by Staff in its report.

Finally, Qwest believes it would be unreasonable to impose a change in process to attempt to address issues raised in only one or two instances region-wide since July 2002 -- especially when Qwest has already identified and addressed the root cause of the issue Staff seeks to remedy.

RESPECTFULLY SUBMITTED this 18<sup>th</sup> day of July, 2003.

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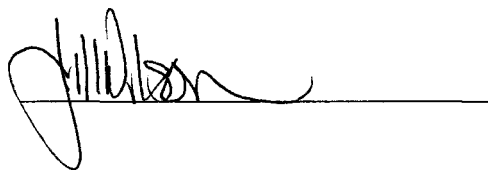
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